

THIRD AMENDMENT
TO
CONTRACT FOR SERVICES

THIS THIRD AMENDMENT to the Contract for Services dated March 8, 2018, and made effective January 3, 2018, is made and entered into on _____, 2021 (the “Third Amendment”) between HORNE LLP, having an office located at 661 Sunnybrook Road, Suite 100, Ridgeland, MS 39157 (“Contractor”), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 (“HTFC”).

WITNESSETH:

WHEREAS, Contractor was a successful bidder pursuant to a request for proposals issued by HTFC on August 24, 2017 (the “RFP”); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the “Agreement”) on March 8, 2018, and made effective January 3, 2018, pursuant to which Contractor provides certain services in support of HTFC’s administration of the State of New York’s Community Development Block Grant-Disaster Recovery (“CDBG-DR”) program; and

WHEREAS, HTFC’s Governor’s Office of Storm Recovery (“GOSR”) is specifically tasked with administering the State of New York’s CDBG-DR program and therefore oversees and administers this particular Agreement; and

WHEREAS, Contractor’s Total Fee in the Contract for Services dated March 8, 2018 totaled \$807,530.00; and

WHEREAS, HTFC/GOSR and Contractor entered into a First Amendment on January 11, 2019 which increased the Total Fee to \$2,760,000.00 and extended the Term to January 31, 2020; and

WHEREAS, HTFC/GOSR and Contractor entered into a Second Amendment on February 12, 2020 which increased the Total Fee to \$3,760,000.00 and extended the Term to January 31, 2021; and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within the scope of services sought under the RFP and provided by Contractor under the Agreement; and

WHEREAS, GOSR seeks to extend the Term of the Agreement through June 30, 2021 to allow Contractor to perform additional services; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Third Amendment in order to extend the Term to allow Contractor to perform additional services;

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The first sentence of Section 5 of the Agreement, entitled "Period of Agreement," is hereby deleted and replaced with the following: "This Agreement shall commence as of the Effective Date and shall terminate on June 30, 2022."
2. All other terms and conditions, including appendices, attachments, exhibits, riders and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this Third Amendment on the day and year first above written.

HORNE, LLP

By: 

Name: S. Neil Forbes
Title: Partner
Date: 2 FEB 2021

Housing Trust Fund Corporation

By: 

Name: Emily Thompson
Title: Acting General Counsel, Governor's
Office of Storm Recovery
Date: 2/8/2021